

ORDINANCE

Motion was made by Councilmember Doug McEntire and
seconded by Mayor Pro Tem Ted Nichols, that the following Ordinance be adopted.

ORDINANCE NO. : 2019-423

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF PANORAMA VILLAGE, TEXAS, TO ADOPT A SOLID WASTE COLLECTION ORDINANCE; PROVIDING CIVIL AND CRIMINAL PENALTIES NOT TO EXCEED A \$500 FINE FOR ANY VIOLATION THEREOF; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT THEREWITH; PROVIDING A SAVINGS CLAUSE; PROVIDING A TEXAS OPEN MEETINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE AFTER ITS PUBLICATION.

WHEREAS, it is the desire of the City Council of the City of Panorama Village, Texas, to adopt, in all respects, certain rules and regulations for the collection of solid waste within the City;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PANORAMA VILLAGE, TEXAS, THAT:

SECTION I.

The Solid Waste Ordinance as attached and incorporated here as Exhibit "A" is hereby adopted by reference as though it were copied herein fully.

SECTION II.

CRIMINAL PENALTIES.

- A. The City is entitled to pursue all civil remedies and fees for violations as described in the attached Solid Waste Ordinance, to which it is entitled under authority of statutes or ordinances against a person continuing to violate this Ordinance.
- B In addition to the \$25.00 civil penalties set out in the Solid Waste Ordinance found in Exhibit "A," any person, firm or corporation violating any provision of this Ordinance shall be guilty of a misdemeanor and upon conviction shall be punished by a fine of not more than \$500 for each act of violation, and each day of violation shall be considered a separate violation.

SECTION III.

REPEALING CLAUSE. Any matters in this Ordinance which are contrary to existing Ordinances and Codes of the City of Panorama Village, Montgomery County, Texas, shall prevail; and all other Ordinances in conflict are hereby repealed to the extent of any conflict.

SECTION IV.

SEVERABILITY. If any section, subsection, sentence, clause, provision or part of this Ordinance shall be held invalid for any reason, the remainder of this Ordinance shall not be affected thereby but shall remain in full force and effect.

SECTION V.

TEXAS OPEN MEETINGS ACT. It is hereby officially found and determined that the meeting at which this Ordinance was considered was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551, of the Texas Government Code.

SECTION IX.

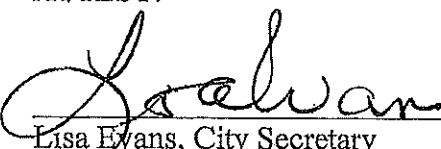
EFFECTIVE DATE. This Ordinance shall take effect and be in force from and after its publication as provided by law.

PASSED AND APPROVED by the City Council of the City of Panorama Village, Texas, on the 4th day of April 2019, To be effective September 1, 2019

THE CITY OF PANORAMA VILLAGE, TEXAS


Lynn Scott, Mayor

ATTEST:


Lisa Evans, City Secretary

City of Panorama Village Solid Waste Ordinance

1. DEFINITIONS:

The following words, terms, and phrases, when used in this Ordinance, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

- a. **Agreement:** The agreement with the City of Panorama Village for collection of solid waste within the City by the Contractor.
- b. **Bulky Waste:** Furniture, bicycles (without tires), refrigerators that have CFS's removed by a certified technician, stoves, loose brush greater than four (4) feet in length or four (4) inches in diameter, Bundles, and other oversized wastes which are customary to ordinary housekeeping operations of a Residential Unit and whose large size precludes or complicates its handling by normal solid waste collection, processing or disposal methods.
- c. **Bundle or Bundles:** Tree, shrub, and brush trimmings securely tied together forming an easily handled package, not to exceed four (4) feet in length, six (6) inches in diameter, or fifty (50) pounds in weight.
- d. **City:** City of Panorama Village, Montgomery County, Texas
- e. **Commercial Waste:** All Garbage, Rubbish, Construction Debris, and Refuse generated by a Light Commercial unit or a Commercial Unit, excluding Unacceptable Waste.
- f. **Contractor:** Waste Management of Texas, Inc.
- g. **Customer:** Resident, owner, occupant, tenant, or lessee of a residential unit in the City.
- h. **Garbage:** Solid Waste consisting of putrescible or animal and vegetable waste materials resulting from the handling, preparation, cooking, and consumption of food, including waste materials from markets, storage facilities, handling and sale of produce and other food products, and all dead animals of less than ten pounds (10 lbs.) in weight, except those slaughtered for human consumption.
- i. **Light Commercial Unit:** A retail or light commercial type of business, which generates no more than one (1) cubic yard of Garbage, Rubbish, or Refuse per week, excluding Unacceptable Waste.
- j. **Polycart or Cart:** A rubber-wheeled receptacle with a maximum capacity of 90-95 gallons constructed of plastic, metal and/or fiberglass, designed for automated or semi-automated solid waste collection systems, and having a tight-fitting lid capable of preventing entrance into the container by small animals.
- k. **Recycling Cart:** A rubber-wheeled receptacle to be used for the deposit of Recyclable Materials with a maximum capacity of 90-95 gallons constructed of plastic, metal and/or fiberglass, designed for automated or semi-automated collection systems, and having a tight-fitting lid capable of preventing entrance into the container by small animals.
- l. **Residential Waste:** All refuse, garbage and rubbish generated by a customer at a Residential Unit, excluding Unacceptable Waste.
- m. **Residential Unit:** A residential dwelling within the service area of the City occupied by a person or group of persons comprising not more than four families. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied to it. A condominium dwelling, whether of single or multi-level construction, consisting of four units, shall be treated as a Residential Unit, except that

each single-family dwelling within any such Residential Unit shall be billed separately as a Residential Unit.

- n. **Rubble/Construction Debris:** Waste building materials resulting from construction, remodeling, repair, or demolition operations that are directly or indirectly the by-products of construction work or that result from demolition of buildings or other structures, but specifically excluding inert debris, land-clearing debris, yard debris, or used asphalt, asphalt mixed with dirt, sand, gravel, rock, concrete, or similar materials.
- o. **Rubbish:** Non-putrescible Solid Waste (excluding ashes), consisting of both combustible and noncombustible waste materials. Combustible rubbish includes paper, rags, cartons, wood, excelsior, furniture, rubber, plastics, yard trimmings, leaves, or similar materials; noncombustible rubbish includes glass, crockery, tin cans, aluminum cans, metal furniture, and similar materials that will not burn at ordinary incinerator temperatures (1,600 degrees Fahrenheit to 1,900 degrees Fahrenheit).
- p. **Special Waste:** Waste that requires special handling and management due to the nature of the waste, including, but not limited to, the following: (A) containerized waste (e.g. a drum, barrel, portable tank, box, pail, etc.), (B) waste transported in bulk tanker, (C) liquid waste, (D) sludge waste, (E) waste from an industrial process, (F) waste from a pollution control process, (G) residue and debris from the cleanup of a spill or release of chemical(s), and (H) any other waste defined by applicable law, rule or regulation as "Special Waste."
- q. **Third-Party Provider:** A duly permitted solid waste collection company that is authorized by the City and the Contractor to collect Bulky Waste in the City.
- r. **Unacceptable Waste:** Any waste or material that (A) the acceptance and handling of which by Contractor would cause a violation of any permit, condition, legal or regulatory requirement or cause substantial damage to Contractor's equipment or protected facilities, or (B) contains information (in hard copy or electronic format) that is protected or regulated under any local, state or federal privacy or data security laws, including without limitation, the Health Insurance Portability and Accountability Act (HIPAA), or (C) presents a danger to the health or safety of the public or Contractor's employees, or (D) is or contains Hazardous Waste, Special Waste, untreated Medical Waste, dead animals weighing ten (10) pounds or greater, or (E) is or contains solid or dissolved material in domestic sewage, or solid or dissolved material in irrigation return flows, or industrial discharges subject to regulation by permit, or (F) soil, dirt, rock, sand, and other natural or man-made inert solid materials used to fill land if the object of the fill is to make the land suitable for the construction of surface improvements, or (G) results from activities associated with the exploration, development, or production of oil or gas or geothermal resources.

2. PURPOSE

The accumulation of garbage, rubbish, and rubble on the premises of private residences, businesses, public and private institutions, vacant lots and in the streets of the City constitutes a public menace and nuisance and greatly increases the danger of the spread of infectious, contagious and epidemic diseases. This Ordinance is adopted for the purpose of preserving and protecting the public health, safety and general welfare by requiring property owners, tenants, occupants and lessees to secure

and maintain containers and receptacles of sufficient size and material for the deposit of garbage, rubbish and rubble for collection and removal at regular intervals. The ordinance is also adopted to ensure proper removal procedures by the Contractor, provide certain requirements regarding containers, what can go into the containers, how much can go into containers, and where and how any container is placed in collection area is necessarily identified in this Ordinance.

3. CONTRACTOR SERVICES

3.1 Residential Collection

(a) Residential/Light Commercial Collection

(i) Contractor shall collect Residential Waste generated at a Residential Unit and placed in the Residential Unit's Polycart one (1) time per week during the term of the Agreement.

(ii) Contractor shall collect Commercial Waste placed in a Polycart from a Light Commercial Collection Unit one (1) time per week during the term of the Agreement.

(iii) Construction Debris generated at a Residential Unit by a Third-Party Provider shall be deemed Commercial Waste and shall be collected pursuant to Section 3.2 "Commercial Collection." Construction Debris generated at a Residential Unit by the owner or tenant of that Residential Unit, and not utilizing the services of a Third-Party Provider, shall be subject to the Bulky Waste limitations set forth in the Agreement.

(b) **Bulky Waste/Bundle Collection:** Contractor shall provide a once (1) per month collection service to Residential Units for collection of no more than ten (10) Bulky Waste Items and/or Bundles. Contractor shall have no obligation to collect any Bulky Waste or Bundles in excess of the above volumes, or any Construction Debris generated by a Third-Party Provider hired by a Customer and generated and located at the Residential unit as part of this Bulky Waste and Bundles collection. Bulky Waste and Bundles shall be placed within three (3) feet of the curb, swale, paved surface of the roadway, closest accessible roadway, or other location agreed to by Contractor and Customer, that will provide safe and efficient accessibility to Contractor's collection crew and vehicle.

(c) **Recyclables Collection:** Contractor shall provide once per week collection of Recyclables placed in Recyclable Carts from Residential Units. Contractor shall not be required to collect any Recyclable Materials that are not placed in a Recycling Cart. In addition, Contractor shall not be required to collect Recyclable Materials if the Customer does not segregate the Recyclable Materials from the remainder of the Residential Waste. Recyclable Materials shall meet the specifications set out schedule "A."

3.2 Commercial Collection: Contractor shall have the exclusive right to collect and transport Commercial Waste, which includes Construction Debris, from the Commercial Units, respectively, utilizing Dumpsters, Compactors or Roll Off Bins, at such frequency as shall be reasonably requested by such Commercial Unit Customer. The Dumpster, Compactor or Roll Off Bin shall be located on a concrete pad to accommodate equipment and at a location reasonably acceptable to Contractor. Contractor may, at its sole option, require Commercial Customers to enter into individual contracts

with Contractor, subject to the terms of this Agreement.

3.3 **Unusual Accumulations Collection:** Contractor shall have no obligation to collect Unusual Accumulations and may charge for the collection of any Unusual Accumulations.

3.4 **Special Waste:** Contractor is not required to accept, transport or manage any Special Waste, unless it is specifically identified in a written agreement between Contractor and Customer. Contractor may collect, and will have the right to impose, a surcharge for the transportation and disposal of Special Waste, depending on the quantities and any physical characteristics of the Special Waste and any special handling, regulatory compliance or increased concern for worker safety or environmental protection occasioned by the material.

3.5 **Unacceptable Waste:** Contractor shall not be obligated to collect Unacceptable Waste. Title to Unacceptable Waste shall not pass to Contractor, and liability for any unacceptable Waste shall remain with the generator of such Waste.

4.0 COLLECTION OPERATION

4.1 **Hours of Operation:** Collection of Residential Waste and from Commercial Customers whose property is immediately adjacent to Residential Units shall begin no earlier than 7:00am and shall generally not extend beyond 6:00pm. Collection of Commercial Waste shall be collected at such hours as may be determined by Contractor. No collection shall be made on Sunday unless requested by a Customer and agreed to by Contractor.

4.2 **Collection Days:** Collection Days are subject to change by action of the City Council. Any change will be communicated to residents well in advance of going into effect.

4.3 **Holidays:** The following holidays will be observed by the contractor: New Year's Day, Thanksgiving Day, and Christmas Day. Contractor may decide to observe any or all of the above-mentioned holidays by suspension of collection service on the holiday. However, the Contractor shall be responsible for providing make-up collection for residential routes that occur on specified holidays, which will typically be one day after the holiday and may include a Saturday. Collections for all customers the week of a holiday shall be pushed out by one day if a holiday falls on a regular collection day. If the collection day for Commercial Waste shall occur on a holiday, Contractor shall be responsible for providing make-up collection for such Commercial Unit, as needed.

5.0 CUSTOMER RULES AND RESPONSIBILITIES

5.1 Containers:

a. **Types of Containers:** Each owner, occupant, tenant, or lessee using or occupying any building, dwelling unit, or structure shall utilize Polycart(s) issued by the Contractor, except for roll off dumpsters, approved by the City for the storage and collection of refuse, other than brush and bulk, and not for other container(s).

b. **Distribution and Ownership:** Contractor shall provide one (1) Polycart for Waste and one (1) Recycling Cart to each Residential Unit at the commencement of the program. Those customers not wanting to recycle should notify City Hall prior to distribution of Polycarts. Polycart(s) shall remain at

the address where delivered and shall not be removed from the premises by any person(s). If owner, occupant, tenant, or lessee relocates, the Polycart shall remain at the address where delivered. Markings and Identification on the Polycart(s) shall not be defaced, altered, or removed. No permanent markings shall be made on the containers by the owner, occupant, tenant or lessee. Any Cart removed from a Residential Unit shall be deemed lost. In the event that a Polycart should be lost or stolen, the owner, occupant, tenant, or lessee will be responsible to replace such lost or stolen Polycart with a replacement Polycart at a cost equal to or greater than the replacement cost charged to the City. Additional Polycarts are available for Residential customers at an additional charge.

c. **Damaged Polycart:** The Customer shall be responsible for all loss or damage to the Carts, except for normal wear and tear or for loss or damage resulting from Contractor's handling of the equipment. See Paragraph 4b for replacement cost if required.

d. **Collection Point** – Polycart and Recycling Carts (together, the "Carts") shall be placed by the Customer of a Residential Unit in a location that is readily accessible to Contractor and its collection equipment, not to exceed three (3) feet from the curb or edge of the travel portion of the street, road or alley, and not to be located in a manner that will block the driveway or mailbox or otherwise inhibit proper servicing. The City shall aid Contractor in resolving problems of Cart location by the Customer. Customers shall not overload Carts. The weight of a Polycart and its contents shall not exceed 175 lbs. Carts shall be loaded such that the lids shall close securely and are approximately 2 feet away from other objects, including mailboxes, cars, and other polycarts.

e. **Non-pickup:** Contractor shall not be required to collect (A) any Residential Waste that is not placed in a Polycart, (B) any Residential Waste from a Polycart that is overloaded, (C) a Polycart that is not properly placed curbside, or (D) a Polycart in which the lid is not closed securely.

5.2 Time Limits for Leaving Carts at Streets; Charge for Improper Storage

- a. **Proper Storage:** Owners, occupants, tenants, or lessee of residences shall not place refuse for collection at curbside more than 12 hours prior to the scheduled day of collection, nor shall Cart(s) be permitted to remain at curbside more than 12 hours after the scheduled day of collection. Except during collection hours, the Cart(s) and/or Bulky Waste should be stored away from the street at a location which is not easily seen from the street.
- b. **Charge for Improper Storage:** Any customer who fails to properly store a Cart(s) and or Bulky Waste shall, after an initial notice and warning of violation, be charged \$25.00 per violation. The fee shall be billed to the customer with the customer's other utility charges and the customer's utility service shall be subject to suspension for nonpayment.
- c. **Appeal:** Any customer who has been charged a \$25.00 fee for failure to properly store a collection container, may appeal the charge to the City Council by written notification to the city secretary within ten (10) days of receiving notice from the City of such fee.

SCHEDULE A – Recyclable Materials Specifications

RECYCLABLES must be dry, loose (not bagged) and include **ONLY** the following:

Aluminum cans - empty	Newspaper
PET bottles with the symbol #1 – with screw tops only - empty	Mall
HDPE plastic bottles with the symbol #2 (milk, water bottles detergent, and shampoo bottles, etc.) – empty	Magazines, glossy inserts and pamphlets
Plastic containers with symbols #3-#7 – empty (no expanded polystyrene)	Uncoated paperboard (ex. cereal boxes; food and snack boxes)
Steel and tin cans – empty	Uncoated printing, writing and office paper
Glass food and beverage containers – brown, clear, or green - empty	Old corrugated containers/cardboard (uncoated)
Phone books	

NON-RECYCLABLES include, but are not limited to the following:

Plastic bags and bagged materials (even if containing Recyclables)	Microwavable trays
Mirrors	Window or auto glass
Plastic containers with symbols #3-#7 – empty (no expanded polystyrene), empty	Napkins, paper towels, tissue, paper plates, paper cups, and plastic utensils
Aseptic containers	Cartons
Light bulbs	Coated cardboard
Porcelain and ceramics	Plastics unnumbered
Expanded polystyrene	Coat hangers
Glass and metal cookware/bakeware	Household appliances and electronics
Hoses, cords, wires	Yard waste, construction debris, and wood
Flexible plastic or film packaging and multi-laminated materials	Needles, syringes, IV bags or other medical supplies
Food waste and liquids, containers containing such items	Textiles, cloth, or any fabric (bedding, pillows, sheets, etc.)
Excluded Materials or containers which contained Excluded Materials	Propane tanks, batteries
Any Recyclable materials or pieces of Recyclables less than 4" in size in any dimension	

5.3 Excluded Materials Prohibited:

Material delivered by or on behalf of City may not contain Non-Recyclables or Excluded Materials. "Excluded Materials" means radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous or toxic substance or material, or regulated medical or hazardous waste as defined by, characterized or listed under applicable federal, state, or local laws or regulations, materials containing information (in hard copy or electronic format, or otherwise) which information is protected or regulated under any local, state or federal privacy or data security laws, including, but not limited to the Health Insurance Portability and Accountability Act of 1996, as amended, or other regulations or ordinances.